# STATE OF ILLINOIS HUMAN RIGHTS COMMISSION

IN THE MATTER OF:

PAULA M. HOWARD,

Complainant(s),

٧.

PROVISO TOWNSHIP HIGH SCHOOLS DISTRICT 209,

Respondent(s).

IDHR Charge No.: 2013CF2339

EEOC No.: 21BA31128 ALS Case No.:14-0148

Administrative Law Judge:

William J. Borah

# **ORDER**

Pursuant to the current Standing Order for Judicial Settlement Conferences that has been adopted by the Illinois Human Rights Commission, I served as the "Settling ALJ" (*i.e.*, the mediator) in a judicial settlement conference held in the above-captioned case on: April 11, 2022. At that judicial settlement conference, Complainant and Respondent reached a settlement as to all material terms presently in dispute between them. The parties confirmed this fact orally at the judicial settlement conference and further signed the incorporated "Confirmation of Settlement" form, which is required by this administrative court in all cases that reach agreement. While the parties intend to memorialize their settlement in the form of a more comprehensive written agreement, their oral attestation of agreement and corresponding execution of the "Confirmation of Settlement" form formally confirm that all material terms in dispute have now been resolved.

### **EXHIBIT 2**

#### ACCORDINGLY, IT IS HEREBY ORDERED:

1. That for purposes of any further proceedings in this matter, the parties are deemed to have fulfilled the necessary criteria to confirm that a settlement has been reached with respect to all material terms in dispute by executing the Confirmation of Settlement of April 11, 2022, incorporated by reference;

2. That the parties shall proceed to memorialize the terms of their settlement in a further written agreement;

4. A status hearing related to the settlement is set for May 26, 2022, at 11:00 a.m.. If I or the trial judge receive a motion for voluntary dismissal, the parties need not appear;

5. The hearing will be conducted by WebEx, using the following information:

**URL**:

https://illinois.webex.com/meet/william.borah

**Meeting Number:** 

133 448 4394

Join by video system:

Dial william.borah@illinois.webex.com.

You can also dial 173.243.2.68 and

enter your meeting number.

Join by phone:

+1-312-535-8110 United States Toll (Chicago)

+1-415-655-0002 US Toll

Access code: 133 448 4394

Please be aware that this case may not be first on the call, as with any other motion/status call. Thus, you are expected to be available at the start time but may need to wait.

If a motion for voluntary dismissal is filed on or before that date, no one need appear at the status call.

ENTERED: April 12, 2022

**HUMAN RIGHTS COMMISSION** 

BY:

WILLIAM J. BORAH ADMINISTRATIVE LAW JUDGE ADMINISTRATIVE LAW SECTION Case: 1:21-cv-03573 Document #: 30-2 Filed: 07/06/22 Page 4 of 6 PageID #:202

ALS NO(S):

14-0148

CHARGE NO(S):

2013CF2339 21BA31128

EEOC NO(S): CASE NAME:

Paula M. Howard vs.

Proviso Township High Schools District #209

### MEMORANDUM OF SERVICE

The undersigned certified that on May 25, 2022 they re-served a copy of the attached Order on each person named below by depositing the same in the U.S. mail box at 100 W. Randolph St, Suite 5-100, Chicago, Illinois, properly posted for FIRST CLASS MAIL, addressed as follows:

Caryn Shaw Shaw Legal Services 540 W. Briar Pl., Suite B Chicago, IL 60657

Daniel L. Polsby Paige M. Need Clausen Miller P.C. 10 S. LaSalle Street Chicago, IL 60603

Daniel R. Bryer Pappas O'Connor, PC 1617 Second Ave., Suite 300 Rock Island, IL 61201

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters, the undersigned certifies as aforesaid that they verily believes the same to be true.

José M. Halveg

# STATE OF ILLINOIS HUMAN RIGHTS COMMISSION

IN THE MATTER OF:

Paula M. Howard

Complainant(s),

V.

District 209

Respondent(s).

ALS Case No.: 14-0148

Settling ALJ:

**CONFIRMATION OF SETTLEMENT** 

The undersigned parties to the above-captioned case participated in a judicial settlement conference on the following date(s):  $\frac{11}{202}$ .

As a result of their efforts, the undersigned parties were able to reach an agreement on all material terms in dispute between or among them, including at least the following (all of which were either resolved or acknowledged as non-material at the judicial settlement conference):

- 1. The total amounts of any monies or attorneys' fees to be paid in settlement, including the identities of all parties that are required to pay and receive such monies;
- 2. Any material terms governing the transfer of monies to be paid in settlement, including timing, terms, or other conditions precedent;
- 3. Any material, non-monetary settlement terms upon which a party insisted as a condition of settlement; and
- 4. Any other material terms upon which a party insisted to resolve the case at the judicial settlement conference.

While the parties may elect to create a more comprehensive written agreement that further memorializes the specific settlement terms enumerated above, their signatures or those of their legal representatives below confirm that all such material terms were raised, discussed, negotiated, and agreed to as of the conclusion of the judicial settlement conference held in their case. Where applicable, the parties have also identified the specific party that will prepare the initial draft of any further written agreement that memorializes their compromise.

By signing below, the parties understand and acknowledge that the Settling ALJ will enter an order (using this form as confirmation) that all material terms in dispute have been resolved between or among the undersigned parties in connection with this case. The parties have also been advised that as a result of their settlement, no subsequent public hearing of their case will occur, even if a party later wishes to withdraw from the settlement reached. Unless the parties submit their settlement to the Human Rights Commission for approval, this administrative court will not have jurisdiction to enforce the settlement once this case has been voluntarily dismissed.

AGREED TO:	AGREED TO:
Complainant or Legal Representative:	Respondent or Legal Representative:
Signature:	Signature: Carl Al. M.
Print Name: Caryn Shaw	Print Name: PAIGE M. VITEL
Title: Attorney	Title: Altomy
Date: 4/11/22	Date: 4/1/22